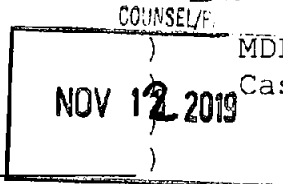


UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

IN RE ZAPPOS
SECURITY BREACH LITIGATION



MDL No. 2357
Case No 3:12-cv-00325-RCJ-VPC

CLERK US DISTRICT COURT
DISTRICT OF NEVADA

BY:

**Notice of my objection to the inclusion of myself into the
purposed Settlement Agreement
by the Affidavit of Jason Karman**

I, Jason Karman, am a sui juris free male of age of majority, a follower of Yahshua the Messiah in the laws of The Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3,4). Pursuant to Matthew 5:33-37 and James 5:12, let my yea be yea, and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat. 1211. I have personal knowledge of the matters stated herein, and hereby asseverate understanding the liabilities presented in *Briscoe v LaHue* 460 US 325.

I, Jason Karman, in GOOD FAITH do hereby and herein provide my timely NOTICE AND OPPORTUNITY, upon grounds as follows:

1) This Honorable Court lacks Jurisdiction to include Jason Karman in this settlement as:

a) I have yet to surrendered myself to the jurisdiction of this Honorable Court.

b) Neither the Plaintiff nor the Defendant has mailed or served any paperwork to me regarding this matter.

c) I retain my Administrative Rights and have contacted, or am in the process of contacting the Defendant, to settle this matter.

2) On or around October 21st, 2019 I received an email (hereinafter referred to as "Email") regarding a "2012 security incident." This Email is the only time I have been notified and is the first I became aware of such incident.

3) This Email offered a promotional coupon (hereinafter referred to as "Coupon") with an expiry of nearly two months, in which a purchase is required with the Plaintiff in order to use.

4) This Coupon is not Consideration, has no actual value, and is not

any different than any other promotions offered by any other business in the same sector as the Plaintiff.

5) The Email stated that unless I object, I would be included in this settlement and my rights would become void.

6) It is common knowledge that email is an unreliable form of communication, and many emails are lost or filtered as spam and placed in junk folders.

7) It is unethical practice to include someone in a settlement without DUE PROCESS, which requires both NOTICE and OPPORTUNITY.

8) Once due process is denied all jurisdiction ceases per 5 USC §§ 556(d), 557, 706. Judges have no immunity per Owen v. City of Independence, 100 S Ct. 1398; Maine v. Thiboutot, 100 S. Ct. 2502; and Hafer v. Melo, 502 U.S. 21; judges are deemed to know the law and sworn to uphold the law; judges cannot claim to act in good faith in willful deprivation of law, they certainly cannot plead ignorance of the law, even the citizen cannot plead ignorance of the law, it is ludicrous for a learned judge to plead ignorance of the law therefore there is no judicial immunity in matters of rights secured by the Constitution of the United States of America as per Title 42 USC §1983, Federal Tort Claims Act exception for unconstitutional acts, 18 USC §1962 RICO Act, and 18 USC §§ 241/242.

9) It may be luck that I actually saw this email and was able to send in this notice of objection with the short time frame that has been offered. However, it is extremely probable that many other people have not seen or received such email notices like was sent to me. For this reason alone any implied notice is completely improper and cannot be verified or validated.

10) I may not be an expert in the law or administrative procedures, but I do know right from wrong. If there is any human being damaged by any statements herein, if [s/]he will inform me by facts I will sincerely make every effort to amend my ways. I hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me IN WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof providing me with your counteraffidavit, proving with particularity by stating all requisite actual evidentiary fact, and not merely the ultimate facts or conclusions, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. May the will of our Heavenly Father Yahvah,

through the power and authority of the blood of His son Yahshua be done on Earth as it is in Heaven.

Reserving ALL Natural God-Given Unalienable Birthrights, Waiving None, Ever,

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this the first day of the eleventh month in the year of our Lord and Savior two thousand nineteen.

By: 

Jason Karman

23125 Greater Mack #24
Saint Clair Shores, Michigan

Exhibit A

Jason Karman
23125 Greater Mack #24
Saint Clair Shores, Michigan
jason@jrkmusic.com

Ben Barnow
Barnow and Associates, P.C.
205 West Randolph Street, Suite 1630
Chicago, Illinois

November 1st, 2019

Regarding 2012 Data Breach

Dear Ben Barnow,

On or around October 21st, I received an email about a data breach and a purposed settlement. The purposed settlement offer was very odd and unusual.

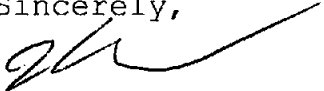
I am quite disappointed that a better effort wasn't taken to notify me about the events that had taken place leading up to this settlement.

I have attached an Affidavit regarding this matter, as well as the Notice of Objection sent to the Court and all parties.

My Data is worth far more than what you have bargained for in this settlement and I profusely object!

If you have any questions, please contact me.

Sincerely,



Jason Karman

Notice to ZAPPOS LLC of Harm and Damages
by the Affidavit of Jason Karman

I, Jason Karman, am a sui juris free male of age of majority, a follower of Yahshua the Messiah in the laws of The Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3,4). Pursuant to Matthew 5:33-37 and James 5:12, let my yea be yea, and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat. 1211. I have personal knowledge of the matters stated herein, and hereby asseverate understanding the liabilities presented in *Briscoe v LaHue* 460 US 325.

I, Jason Karman, in GOOD FAITH do hereby and herein provide my timely NOTICE AND OPPORTUNITY:

- 1) On or around October 21st, 2019 I received an email (hereinafter referred to as "Email") regarding a "2012 security incident." This Email is the first time I have been notified and the first I became aware of such incident.
- 2) This Email offered a promotional coupon (hereinafter referred to as "Coupon") with an expiry of nearly two months, which also required a purchase with Zappos to be able to use.
- 3) This Coupon is not Consideration, only benefits you, and makes any offer to settle this matter void.
- 4) My data and private/personal information (hereinafter collectively referred to as "Data") is my private property and has value equal to or exceeding \$1,000,000 (One-million dollars).
- 5) You were trusted with my Data, but failed to protect it.
- 6) Because of my Data being compromised, there are people and/or entities (hereinafter referred to as "Entities") who have it, in which I would have never given it to.
- 7) Regardless if it is unwanted phone calls, unwanted emails, unwanted mail, or something worse, these Entities now have the ability to sell it or use it for their advantages.
- 8) Daily I receive phone calls marked as "Scam Likely" and multiple spam emails. These could very well be a result of my Data being compromised during the "2012 data breach."
- 9) I may not be an expert in the law or administrative procedures, but I do know right from wrong. If there is any human being damaged by any statements herein, if [s/]he will inform me by facts I will

sincerely make every effort to amend my ways. I hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me IN WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof providing me with your counteraffidavit, proving with particularity by stating all requisite actual evidentiary fact, and not merely the ultimate facts or conclusions, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. May the will of our Heavenly Father Yahvah, through the power and authority of the blood of His son Yahshua be done on Earth as it is in Heaven.

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By:



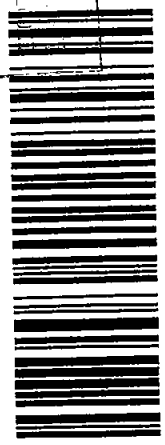
Jason Karman

Kerman
23125 Greater Mack B24
Saint Clair

Shapiro, Nicholas
ENTERED
09/12/19

NOV 12 2013
CLEVER, MISSOURI
DISTRICT OF COLUMBIA

United States District Court of Nevada
MDL 2357
Case 3:12-cv-00325-RSC-VR
333 S Las Vegas Blvd
Las Vegas, Nevada 89101



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